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RECEIVED

FEB 12 2004

Via Fax and Overnight Delivery

February 10, 2004



FAX Received FEB 10 2004

Pamela Bonrud, Executive Director
 South Dakota Public Utilities Commission
 State Capitol
 500 East Capitol Street
 Pierre, SD 57501-5070

Dear Ms. Bonrud:

Pursuant to Administrative Rules of South Dakota Part 20:10:13:03, enclosed for filing please find ten (10) copies of Municipal Service Agreements for the City of Sisseton, SD and Otter Tail Power Company's Summary List of Contracts with Deviations Sheet No. 3. The Municipal Service Agreement for the City of Sisseton, SD was updated because the old contract will expire on March 11, 2004. The new agreement does not contain any rates, terms and or conditions that would be considered a deviation from Otter Tail Power Company's tariff. Therefore Otter Tail Power Company respectfully requests that the City of Sisseton be removed from Otter Tail Power Company's Summary List of Contracts with Deviations.

If you have any questions regarding this filing, please contact me at 218-739-8838.

Sincerely,

Ron Spangler Jr.
 Supervisor, Revenue Requirements
 Regulatory Services Department
rlspangler@otpco.com

Enclosures

Cc: Bernadeen Brutlag, Manager, Regulatory Services
 Bruce Gerhardson, Associate General Counsel

SUMMARY OF CONTRACTS WITH DEVIATIONS

<u>CUSTOMER</u>	<u>CLASS OF SERVICE</u>	<u>EXECUTION AND EXPIRATION DATES</u>	<u>NON-STANDARD RATES</u>
Town of New Effington New Effington	Street Light	5/1/2002 5/1/2012	Contract period of 10 years.
City of Oldham Oldham	Street Light	5/15/1992 5/15/2002	Contract period of 10 years.
City of Ortle Ortle	Street Light	6/1/1997 6/1/2007	Contract period of 10 years.
Town of Peever Peever	Street Light	8/1/1998 8/1/2008	Contract period of 10 years.
Town of Revillo Revillo	Street Light	12/1/1994 12/1/2004	Otter Tail Power Company owned - metered: \$4.25 per HPS9 fixture. Contract period of 10 years.
Town of Rosholt Rosholt	Street Light	1/11/1997 1/11/2007	Contract period of 10 years.
Town of Roslyn Roslyn	Street Light	10/28/1999 10/28/2009	Contract period of 10 years.
Valley Queen Cheese Milbank	Bulk Interruptible	6/1/1999 6/1/2004	See 1st Revised Sheet No. 50.7 Code 42-680
Town of South Shore South Shore	Street Light	7/1/1994 7/1/2004	Contract period of 10 years.
Village of Stockholm Stockholm	Street Light	6/1/1997 6/1/2007	Municipal Ownership: \$2.58 per month for energy - 150 watt floodlight. Contract period of 10 years.
Village of Strandburg Strandburg	Street Light	6/1/1997 6/1/2007	Contract period of 10 years.
City of Summit Summit	Street Light	6/1/1997 6/1/2007	Seasonal Light: \$24.14 per month for 400HPSF Municipal Ownership: \$3.07 for 150 watt incandescent light Contract period of 10 years.

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MUNICIPAL SERVICE AGREEMENT

1. THIS AGREEMENT, made this 20th day of January, 2004 by and between the Otter Tail Power Company, a division of Otter Tail Corporation, hereinafter called Otter Tail Power, a corporation, duly organized and existing under and by virtue of the laws of the State of Minnesota, and the City, of Sisseton, SD, hereinafter called the Municipality, WITNESSETH:
2. That, in consideration of the payments to be made and the mutual covenants herein contained and subject to the terms and conditions of this agreement, Otter Tail Power agrees to supply all municipal electric services to the Municipality, and the Municipality agrees to take and use the services and all electric energy requested therefore, and to pay the rates and charges for Street Lighting, Municipal Pumping and Fire Sirens, all as hereinafter specifically set forth for a term of (1) one year with an effective date of the term to be March 11, 2004, and terminating March 11, 2005, and thereafter shall be renewed for periods of one year each, unless written notice to the contrary is given by either party to the other not less than thirty (30) days before the expiration of this agreement or any renewal thereof.
3. The rates to be charged for the municipal electric service shall be Otter Tail Power's standard rates as determined by its standard rate schedule as specifically filed with and approved by the Public Utilities Commission for Street lighting Municipal Pumping and Fire Sirens and which are in effect at the execution of this agreement and/or such superseding amendments or changes as are approved by the South Dakota Public Utilities Commission during the terms of this agreement.
4. Otter Tail Power is subject to the jurisdiction of the South Dakota Public Utilities Commission and when required by the Commission's Order or Rules and Regulations, may submit this agreement for review and approval.

STREET LIGHTING

5. Otter Tail Power agrees to own and operate a street lighting system in the municipality, consisting of supply circuits, control circuits, controls, and brackets and fixtures as provided in this agreement.
6. The Municipality shall have the right to erect, operate, and maintain at its own expense a white way system and/or main street lighting system, ready for connection to Otter Tail Power's supply source. Otter Tail shall supply any necessary meters and make the final connection to its supply system. Otter Tail Power shall supply the necessary electric energy to light such system. The rates, terms and conditions of a white way system and/or main street lighting system, shall be determined by Otter Tail Power's "Outdoor Lighting Energy Only Rate" and/or such superseding amendments or changes as are approved by the South Dakota Utilities Commission during the terms of this agreement.
7. The residential, white way, and main street lighting installation covered by this agreement shall consist of the following:

No. of Units	Type	Lumens	Ownership			Pole		Service		Lamp Renewal By	Monthly Chg. Per Unit
			Fixture	Pole	Wire	Wood	Metal	O/H	U/G		
177	HPS 9	9,000	OTP	OTP	OTP	X		X		OTP	\$6.90
57	EHPS 44	44,000	CITY	CITY	CITY		X		X	OTP	\$9.66
23	HPS 14	14,000	OTP	OTP	OTP	X		X		OTP	\$10.60
2	400 HPSF	44,000	OTP	OTP	OTP	X		X		OTP	\$17.10
6	EHPS 23	23,000	CITY	CITY	CITY		X		X	OTP	\$6.29
1	SIGN	600 W	CITY	CITY	CITY				X	CITY	\$10.50
5	400 MAF	30,000	OTP	OTP	OTP	X		X		OTP	\$16.70
11	EHPS 14	14,000	CITY	CITY	CITY		X		X	OTP	\$3.94
30	EMA 400	30,000	CITY	CITY	CITY		X		X	OTP	\$9.64

8. The total number of fixtures shall not be reduced to less than sixty percent of the total as shown in Paragraph 7 above, except by mutual consent of the parties.

9. Fixtures installed after the date of this agreement shall be billed at the schedule of rates in effect at the time of installation and/or such superseding amendments or changes as are approved by the South Dakota Utilities Commission during the terms of this agreement.

MUNICIPAL PUMPING

10. Otter Tail Power agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this agreement.
11. Electric energy used for lighting, heating, power tools, and other uses necessary for the normal operation of these systems, on approval of Otter Tail Power, may be included. Otter Tail Power shall supply any necessary meters. The Municipality agrees to provide a suitable location for meters to be installed on its premises.
12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, in accordance with the provisions and changes contained in the applicable rate schedule in effect at the execution of this agreement and/or such superseding amendments or changes as are approved by the South Dakota Public Utilities Commission during the terms of this agreement.

FIRE SIRENS

13. The Municipality operates fire/warning sirens as listed below:

Location	Metered		Horsepower	Account Number	Billing Amount
	Yes	No			
Oak St Fire Siren		X	5	001210	\$3.00

GENERAL PROVISIONS

14. Otter Tail Power shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause, but this shall not be construed to exempt Otter Tail Power from liability for negligence.
15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this agreement.

17. IN WITNESS WHEREOF, the respective parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized, and the same shall be equally binding to the respective parties and each of their successors and assigns.

OTTER TAIL POWER COMPANY,
a division of Otter Tail Corporation

In the presence of:

Jon Spangler

By Rock Heiland

Title VP Customer Service

MUNICIPALITY

In the presence of:

Jan P. Rice

CITY OF SISSETON

By Frank Koest
Mayor

(Municipal Seal)

(For Company use only)	Date	By
Entered to Billing Record		

South Dakota Public Utilities Commission
WEEKLY FILINGS

For the Period of February 5, 2004 through February 11, 2004

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact
Delaine Kolbo within five business days of this report. Phone: 605-773-3201

ELECTRIC

EL04-003 In the Matter of the Joint Request for an Electric Service Territory Boundary Change between the City of Vermillion and Clay-Union Electric Corporation.

On February 9, 2004, Clay-Union Electric Corporation (Clay-Union) filed a request for approval to the South Dakota Public Utilities Commission for an amendment to an existing territory agreement between Clay-Union and the City of Vermillion (City). The City has inadvertently been servicing approximately 14 mobile homes which are located in Clay-Union's assigned service territory. In order to create a fair and equitable allocation of service territory the parties have entered into an amended agreement to reallocate portions of their respective service territories. Clay-Union shall transfer the territory the City is currently serving to the City. This territory is described as: The East 320.5 feet of Lot Y of Replat of Lot B-2 in the Southwest Quarter of the Northeast Quarter of Section 14, Township 92 North, Range 52 West of the 5th P.M., City of Vermillion, Clay County, South Dakota. In return, the City shall transfer to Clay-Union the following territory: Lot 3, Block 1, Deyonge Addition to the City of Vermillion, Clay County, South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 02/09/04
Intervention Deadline: 02/27/04

EL04-004 In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.

Application by Otter Tail Power Company (Otter Tail) for approval to revise its tariffed Summary List of Contracts with Deviations. The existing contract with the City of Sisseton will expire on March 11, 2004. Otter Tail states the new agreement does not contain any deviations from Otter Tail's currently filed tariff and therefore requests that reference to a contract with the City of Sisseton be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: 02/10/04
Intervention Deadline: 02/26/04

TELECOMMUNICATIONS

TC04-017 In the Matter of the Application of Airespring, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

On February 6, 2004, Airespring, Inc. filed an application for a Certificate of Authority to provide resold interexchange telecommunication services in South Dakota. Airespring, Inc. intends to provide resold interexchange long distance services, including MTS, 800/888 toll free service, travel card services, and directory assistance to residential and business customers throughout South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 02/06/04
Intervention Deadline: 02/27/04

TC04-018 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Jefferson Telephone Company d/b/a Long Lines Ltd.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Jefferson Telephone Company d/b/a Long Lines Ltd. and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 26, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/06/04
Initial Comments Due: 02/26/04

TC04-019 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Fort Randall Telephone Company and Mount Rushmore Telephone Company.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal

Interconnection, Transport and Termination Agreement between Fort Randall Telephone Company and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 26, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier

Date Docketed: 02/06/04

Initial Comments Due: 02/26/04

TC04-020 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Midstate Communications, Inc.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Midstate Communications, Inc. and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 26, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier

Date Docketed: 02/06/04

Initial Comments Due: 02/26/04

TC04-021 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Kennebec Telephone Company.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Kennebec Telephone Company and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks

for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 26, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/06/04
Initial Comments Due: 02/26/04

TC04-022 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Alliance Communications Cooperative, Inc.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Alliance Communications Inc. and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 26, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/06/04
Initial Comments Due: 02/26/04

TC04-023 In the Matter of the Application of Comtech 21, LLC for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

On February 9, 2004, Comtech 21, LLC filed an application seeking a Certificate of Authority to provide local exchange telecommunications services in South Dakota. Comtech 21 is requesting authority to operate as a Competitive Local Exchange Carrier "throughout the State of South Dakota in the areas served by any LECs in South Dakota that are not eligible for a small or rural exemption pursuant to Section 251(f)(1) of the Federal Act. Comtech 21 does not seek to provide services to customers in those small or rural territories at this time. Comtech 21 intends to provide all forms of intrastate local exchange telecommunications services."

Staff Analyst: Harlan Best

Staff Attorney: Karen E. Cremer
Date Docketed: 02/09/04
Intervention Deadline: 02/27/04

TC04-024 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and NPCR, Inc. d/b/a Nextel Partners.

On February 11, 2004, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and NPCR, Inc. d/b/a Nextel Partners. According to the filing, the agreement amends Section (B)2.3.4 "Facilities Credit" provisions and Section (B)2.5 "Billing for Qwest -Originated Traffic provisions of the original agreement. The original Agreement was approved by the Commission on September 14, 2001, in Docket No. TC01-072. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than March 2, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/11/04
Initial Comments Due: 03/02/04

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**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

**IN THE MATTER OF THE FILING BY OTTER) ORDER APPROVING TARIFF
TAIL POWER COMPANY FOR APPROVAL OF) REVISIONS
TARIFF REVISIONS)
)**

EL04-004

On February 10, 2004, the Public Utilities Commission (Commission) received a filing by Otter Tail Power Company (Otter Tail) for approval of tariff revisions regarding a Contract with Deviations with the City of Sisseton. A new contract replaces a contract between the parties which terminates on March 11, 2004. The new contract does not deviate from Otter Tail's filed tariff. This filing removes the contract from the summary list of contracts with deviations. Otter Tail filed the following tariff sheet for Commission approval:

Section No. 4, Fourth Revised Sheet No. 3, Cancelling Third Revised Sheet No. 3

At its March 23, 2004, meeting, the Commission considered the request for approval of the revised tariff sheet. Commission Staff recommended approval.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL 49-34A, specifically, 49-34A-6, 49-34A-8, 49-34A-10, and 49-34A-11. Further, the Commission finds that Otter Tail's request for approval of tariff revisions is just and reasonable and shall be approved. As the Commission's final decision in this matter, it is therefore

ORDERED, that the request seeking approval of tariff revisions is hereby granted. It is further

ORDERED, that the above referenced tariff sheet is effective for service rendered on and after March 11, 2004.

Dated at Pierre, South Dakota, this 5th day of April, 2004.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By:	<u><i>Delaine Kolbo</i></u>
Date:	<u>4/6/04</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner

SUMMARY OF CONTRACTS WITH DEVIATIONS

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Town of Peever Peever	Street Light	8/1/1998 8/1/2008	Contract period of 10 years.
Town of Revillo Revillo	Street Light	12/1/1994 12/1/2004	Otter Tail Power Company owned - metered: \$4.25 per HPS9 fixture. Contract period of 10 years.
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Town of Roslyn Roslyn	Street Light	10/28/1999 10/28/2009	Contract period of 10 years.
Valley Queen Cheese Milbank	Bulk Interruptible	6/1/1999 6/1/2004	See 1st Revised Sheet No. 50.7 Code 42-680
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SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

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